

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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LUIS JAIME,

Plaintiff,

**STIPULATION AND
ORDER OF DISMISSAL**

-against-

20-CV-10098 (LJL)

Correction Officer Cannon, Correction Officer Wilson,
Correction Officer Robin,

Defendants.

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WHEREAS, the parties have reached a settlement agreement and now desire to resolve the remaining issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, that

1. The above-referenced action is hereby dismissed with prejudice; and

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2. Notwithstanding the dismissal of this action in accordance with this agreement, the District Court shall continue to retain jurisdiction over this action for the purpose of enforcing the terms of the settlement agreement reached between the parties and set forth in the Stipulation of Settlement executed by the parties in this matter.

Dated: New York, New York
June 8, 2023

SIM & DEPAOLA
Attorneys for Plaintiff
42-40 Bell Boulevard, Suite 405
Bayside, New York, 11361
(718) 281-0400

By: 

ATAUR RAQUIB
Attorney for Plaintiff

HON. SYLVIA O. HINDS-RADIX
Corporation Counsel of the
City of New York
*Attorney for Defendants Tyson Cannon,
Robert Wilson, Wilton Robin and the City
of New York*
100 Church Street, 3rd Floor
New York, New York 10007

By: 

~~Giancarlo S. Vecchiarelli~~ *Alan H. Scheiner*
Assistant Corporation Counsel

SO ORDERED:


HON. LEWIS J. LIMAN
UNITED STATES DISTRICT JUDGE

Dated: June 13, 2023

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LUIS JAIME,

Plaintiff,

-against-

Correction Officer Cannon, Correction Officer Wilson,
Correction Officer Robin,

Defendants.

**STIPULATION OF
SETTLEMENT**

20-civ-10098

WHEREAS, plaintiff Luis Jaime commenced this action by filing a complaint on or about December 1, 2020, alleging that defendants violated plaintiff's federal civil and state common law rights; and

WHEREAS, defendants deny any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff Luis Jaime has authorized his attorney, Ataur Raquib, Esq., of the law firm of Sim & Depaola, LLP, to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraph "2" below.

2. Defendant City of New York ("City") hereby agrees to pay plaintiff Luis Jaime the sum of Twenty-Five Thousand (\$25,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff Luis Jaime agrees to dismissal, with prejudice, of all the claims against defendants Tyson Cannon, Robert Wilson, Wilton Robin, and the City of New York; and all their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, and to release them from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees, with the sole exception of claims arising out of an alleged incident occurring on or around June 21, 2019, filed in the matter of *Luis Jaime v. City of New York, Cpt. Kirkland, C.O. Lewis, CPT. Phillips, C.O. Morales, and C.O. Jennings*, Index No. 809082/2021E, Supreme Court of New York, Bronx County.

3. Plaintiff Luis Jaime shall execute and serve on defendants' attorney by legal tender (either by personal service or certified mail) at 100 Church Street, New York, New York 10007 all documents necessary to effect this settlement, including, without limitation, a General Release, based on the terms of paragraph "2" above, IRS Form W-9, and an Affidavit of Status of Liens. Prior to tendering the requisite documents to effect this settlement, Medicare-recipient plaintiffs must obtain and submit a final demand letter from their Medicare provider(s) for the reimbursement of any conditional payments made for the injuries claimed in this matter. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiff Luis Jaime agrees to hold harmless defendants regarding any past and/or future Medicare claims, presently known or unknown, in connection with this matter. If Medicare claims are not satisfied, the City of New York reserves the right to issue a multiparty settlement check naming the Medicare provider as a payee or to issue a check directly to the Medicare provider for the amount claimed in the Medicare provider's final demand letter.

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7. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
June 8, 2023

SIM & DEPAOLA, LLP
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